as frequently laid down, are opposed to the weight of modern authority, and by thus preventing a trespasser from relying on the statute of limitations are destroying an important effect of the statute.

BILLS AND NOTES—AGREEMENT TO RENEW.—The plaintiff orally agreed with the defendant's agent some time before the defendant's note came due to renew it at maturity for four months, upon payment of interest then due and $250. Prior to the maturity of the note the defendant's agent tendered the new note, the interest, and $250, which the plaintiff refused. He then brought an action on the original note. The defendant pleaded that the action was prematurely brought as the period had not expired for which the note sued upon was to be renewed. *Held,* that the plaintiff should recover, with a *dictum* that the defendant might have redress in another action on the breach of contract to renew. *West v. Jones* (1919, Del.) 108 Atl. 675.

The decision is in accord with the general (though inadequate) rule that though a contract to forbear for a definite time to sue upon a contract is itself a valid contract, if supported by a consideration, the contract to forbear cannot be pleaded in bar to an action brought on the original contract, although the time of forbearance has not elapsed. *Bridge v. Tierman* (1865) 36 Mo. 439; *Brown v. Shelby* (1891) 4 Ind. App. 477, 31 N. E. 89; see Daniel, *Negotiable Instruments* (6th ed. 1913) secs. 158, 159. The cases agree with the principal case in following the doctrine of *Ford v. Beech* (1847) 11 Q. B. 852. But in that case the agreement to renew was made after maturity, whereas in the principal case it was made prior to maturity. For the effect of the parol evidence rule where the agreement is contemporaneous with the note, see (1919) 28 YALE LAW JOURNAL, 823. It is conceivable that the breach of such an agreement might cause irreparable damage, as where the maker of the note, relying on the agreement, might not make arrangements to meet it, and become financially embarrassed. Where the legal remedy is inadequate, executory accords have been enforced in equity, if tender has been made. See (1920) 29 *ibid.,* 114. It has been suggested that an accord like the one in the principal case might be sustained as an equitable defence, giving to the defendant an irrevocable power to extinguish his former duty by tender. See Corbin, *Discharge of Contracts* (1913) 22 YALE LAW JOURNAL, 513, 529; see Wald, *Pollock on Contracts* (Williston's ed. 1906) 833; *cf. Innes v. Munro* (1847) 1 Exch. 473. Nevertheless there seems to be no case which so holds. Such an agreement does operate, however, to release a surety on the original note. *Bank v. Woodward* (1829) 5 N. H. 99; *Windhorst v. Bergendahl* (1907) 21 S. D. 218, 111 N. W. 544. This would tend to indicate that the payee's right arising from the note should be suspended until the time agreed upon had expired. It seems clear that to allow the equitable defence would avoid circuity of action.

CARRIERS—TORTS OF SERVANTS—CONTRACTUAL DUTY TO CARRY SAFELY.—The plaintiffs employed the defendant, a private carrier, to convey their goods, which the defendant's driver stole. The defendant had not been guilty of any negligence in selecting the driver. *Held,* that the plaintiff should not recover, because the defendant had not held out the driver as one having authority to do the act which caused the loss. *Mintz v. Silverton* (1920, K. B.) 36 Times L. R. 399.

Manifestly in the instant case in tortiously converting the goods, the driver of the defendant was not acting within the scope of his employment, and the maxim *respondeat superior* does not apply. *Cf. Cheshire v. Bailey* (1904, C. A.) 21 Times L. R. 130. In the United States, also, the defendant is not responsible for the driver's tort on this theory. *Cf. Vandeymark v. Corbett* (1909) 131 App. Div. 391, 115 N. Y. Supp. 911. The defendant, however, having lawfully acquired possession of the plaintiff's goods as bailee for hire, was under a duty